

Please read these Terms and Conditions before you start playing at Cheri Casino as they contain the explanation of your rights and obligations as a Cheri Casino player. These Terms and Conditions together with other additional rules, including but not limited to Personal Data Usage and Protection Policy bits that are placed on Cheri Casino website and/or software constitute a legally binding agreement between Cheri Casino online casino and you as the Player.

*Last updated December 06th 2023.*

## **1. INTRODUCTION**

**1.1.** By using the site and/or any services provided by [www.chericasino.com](http://www.chericasino.com) ("Cheri Casino", "We"), you (the "Player") agree to be bound by the following terms and conditions and privacy policy laid out on this website. If at any point you disagree with these terms, we strongly advise that you do not open a Player Account.

**1.2.** Cheri Casino is operated under the license of Fitzgerald Industries Group N.V. The payments services to cardholders are provided by Ftgerald Solutions Ltd, Cyprus company with registered address at: Archiepiskopou Makariou III, 84 OFFICE 1, 6017, Larnaca, Cyprus. Ftgerald Solutions Ltd company regulated by the laws of Cyprus. Payments services provided by Ftgerald Solutions Ltd to cardholders regulated by the laws of Cyprus.

**1.3.** Cheri Casino reserves the right to change the T&C at any time with immediate effect.

**1.4.** The games supplied, leased, developed, transferred for management and operations to Cheri Casino by third party providers may come with terms and conditions of their own. If there is a conflict between their terms and conditions and these Terms and Conditions, such terms and conditions shall prevail.

**1.5.** Cheri Casino provides support to its visitors from 10am to 22pm 7 days a week. For any support, visitors can send an email to [support@chericasino.com](mailto:support@chericasino.com), use the contact form available at [chericasino.com](http://chericasino.com) website, chat or phone +35795182716. The casino takes full responsibility for any acts of its employees, or any agent, branch or entity to which it may outsource business activities.

## **2. REGISTRATION**

**2.1.** To register on Cheri Casino, the Player is required to fill in a form with the following information: first name, last name, date of birth, address, email, telephone number, gender, password.

**2.2.** By registering on Cheri Casino, the Player hereby declares and warrants that the Player:

**2.2.1** is 18 years old or more.

**2.2.2** is not a permanent resident or citizen of Curacao.

**2.2.3** is solely and entirely responsible for compliance with laws governing the jurisdiction where he lives. Internet Gambling may be illegal in the jurisdiction in which he is located; if so, he is not authorized to use his payment card to complete his transaction.

**2.2.4** all the personal information recorded on his Player Account is accurate and truthful, can be verified and understands that providing any form of incorrect information will void all winnings of his/her plays on Cheri Casino.

**2.2.5** takes part in bets in his own name and not for commercial use or on behalf of third parties. The Player may make use of the Service strictly in their personal non-professional capacity, on their own behalf and expressly not on the behalf of any other person or company. The Player may only make use of the

Services for recreation and entertainment purposes, in accordance with these Terms and Conditions, together with all applicable laws, rules, and regulations. Any use of the Services by a corporate player or for commercial purposes is prohibited.

Upon the suspicion of any use of the Services in breach of this article, Cheri Casino reserves the right to change or terminate any bonus offer, cancel any winnings and close the Player Account involved.

**2.2.6** understands in full the methods, rules, and procedures for taking part in bets as they appear in the Rules and Regulations of bets.

**2.2.7** is aware that he can lose money by making a bet.

**2.2.8** declares with each deposit that the to be deposited funds rightfully belong to the Player and that these funds have not been obtained or are derived from any illegal means. Cheri Casino retains the right to request additional source of funds based on a case-by-case basis (e.g. large deposits cases).

**2.2.9** agrees to indemnify and hold harmless Cheri Casino, Fitzgerald Industries Group N.V. and its officers, directors, employees, agents, licensors, suppliers and any third party content and service providers to the site from and against all losses, expenses, damages and costs resulting from his violation of the terms & conditions.

**2.2.10** is prohibited from using devices such as robots, any other external player assistance (EPAs) program, or techniques that distort normal game play and give the player an unfair advantage. The use of a Martingale system is prohibited.

**2.2.11** is playing with his/her own money.

**2.2.12** has no existing Player Account registered on Cheri Casino.

**2.2.13** has not excluded himself/herself from gambling on Cheri Casino or any other website operated by the Fitzgerald Industries Group N.V.

**2.2.14** has not excluded himself/herself from gambling on any gaming website in the past 12 months.

**2.2.15** has read and accepts these Terms and Conditions.

**2.2.16** has read and accepts Fitzgerald Industries Group N.V.'s Privacy Policy.

**2.2.17** is aware and acknowledges that Cheri Casino sets certain limitations to the maximum prizes that can be won per day/week/month and/or can be withdrawn per day/week/month.

**2.3.** The Player should not communicate or give access to his password to anyone. It is the sole and exclusive responsibility of the Player to ensure that the login details are protected and kept securely.

**2.4.** As mentioned in our Privacy Policy, no data will be communicated and/or sold to any 3rd party except required by the Law in the case of money-laundering, fraud or other criminal activities.

**2.5.** In case Internet Gambling is illegal in the jurisdiction in which you are located, you are not allowed to use the Cheri Casino services. By accepting these Terms and Conditions, you confirm that you know and fully understand the Laws concerning online gambling in your country of domicile. You are not allowed to join our casino or play the games if you are from the following countries: United States, Curacao, Great Britain, Italy, Israel, Turkey, Iraq, Iran.

Some jurisdictions have their own regulations for instance (France, Spain, etc.).

It is the Player's sole responsibility to check if their country of residence allows gambling.

**2.6.** NetEnt content shall not be served in the following territories:

**2.6.1.** Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe.

**2.6.2.** Regulated Territories: Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, The United Kingdom, The United States of America.

**2.6.3.** NetEnt Branded games territories:

Jumanji, emojiplanet, Guns & Roses, Jimi Hendrix, Motörhead and Conan cannot be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America.

Planet of the Apes Video Slot must not be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, India, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Qatar, Russia, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, Ukraine, United Kingdom, United States of America.

Vikings Video Slot must not be offered in the additional jurisdictions: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, Canada, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.

Narcos Video Slot must not be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, Canada, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.

Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon and The Invisible Man), can only be played in the following territories: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

**2.7.** One Player Account is allowed per Player. If the Player opened a different Player Account under his name, Cheri Casino reserves the right to close the Player Accounts and ban the Player. In order to prevent amongst other things collusion and money laundering, not only opening of more than one Player Account by a Player, but also multiple Players in a shared environment (an environment that has a common internet connection which can be used by multiple persons, including but not limited to households, airplanes, universities, libraries, cyber cafes, coffee shops and work forces) is strictly prohibited. When there are more than one Player Accounts registered per IP address or shared environment, all Player Accounts opened after the first Player Account registered on the IP address shall be considered to be in breach of this prohibition. Upon the suspicion of the multiple registration by a Player or by Players acting in collusion or as a syndicate, the set-up of fictitious Player Accounts or the use of front men, Cheri Casino reserves the right to change or terminate any bonus offer, cancel any winnings and close Player Accounts of the Player.

**2.8.** Accounts are not transferable. The Player should not let any third party play on his Player Account. Seen the fact that a Player Account is personal to that specific Player, whereby the Player has been identified, and that method of payments of any winnings is connected to the Player itself, in order to avoid possible money laundering, terrorist financing or other crimes, Player may not assign, sublicense or otherwise transfer or encumber in any manner whatsoever any of their rights or obligations under these Terms and conditions. In case the Player encumbers any of their rights under these Terms and Conditions, the Player shall forfeit all their rights under the Terms and Conditions towards Cheri Casino. In case by law, or by decision of a court the transfer of rights and/or obligations of the Player is deemed legal, all withdrawals shall be done through the same payment method and payment details chosen by the Player when placing a deposit, to ensure compliance with anti-money laundering policies and regulations.

**2.9.** In case the Player updates his Player Account information, he is required to send us the updated verification document so we can verify his Player Account.

**2.10.** We recommend each Player to familiarise himself with the game rules before starting a play. All the games represented in our casino will lead you into the game and provide you with the specific game rules. In case you need assistance in the searching of the game rules, please approach our Support team to get the needed help.

**2.11.** We recommend that The Player prints out (or save) all relevant rules, policies and transaction records.

### **3. ACCOUNT VERIFICATION AND ANTI-MONEY LAUNDERING POLICY**

**3.1.** By agreeing to the Terms and conditions, the User authorizes Cheri Casino to undertake verification checks as we may require ourselves or may be required by third parties (including regulatory bodies) to confirm the age, identity and contact details to prevent money laundering.

**3.2.** If the Player deposits and/or requests a withdrawal, we require the following documentation:

**3.2.1** A copy of all credit cards used (front and back, hiding the 8 digits in the middle and the security code).

**3.2.2** A copy of ID card or passport with photo.

**3.2.3** A copy of a recent utility bill matching the recorded address on the Player Account.

**3.2.4** Other documents could be requested; this list is not exhaustive.

**3.3.** Cheri Casino retains the right to examine and confirm our Players' identity at any time.

**3.4.** Any attempt to elude the security checks will result in the closure of the Player Account.

### **4. DEPOSITS**

**4.1.** Cheri Casino does not accept cash payments to Player Accounts. You are required to use any of our chosen encrypted depositing methods which we have vetted for safe use.

**4.2.** Cheri Casino does and may appoint a payment solution provider to act, receive deposits, hold and manage funds, and/or expedite withdrawals on their behalf.

**4.3.** We will not accept a wager from a user unless there are sufficient funds in the Player Account. As such we reserve the right to refuse or limit any wager.

**4.4.** Cheri Casino does not grant credit to any user and neither deposits nor winnings are interest-bearing.

**4.5.** It is not possible for you to transfer, sell, buy or acquire another Players Player Account, whether for money or otherwise. As such, you cannot make any transfers between different Player Accounts.

**4.6.** The minimum deposit amount is 10 €. The standard maximum amount is 1000 €.

## **5. BONUS**

Welcome Bonus : The welcome bonus offer is valid for new customers, only one offer per customer from the same household, or with the same IP, email address, phone number or computer.

When you receive a bonus with or without a deposit, you will need to meet the above wagering requirements before you can request a withdrawal of any funds. The management of Cheri Casino reserves the final right to choose who is eligible for the bonus or not.

- - Deposit bonus: 20x (Deposit amount + Bonus amount)
- - Free bonus: 35x Bonus amount
- - Welcome bonus: 35x (Deposit amount + Bonus amount)

For example, if you receive 20 € free bonus, you must wager  $20 \times 35 = 700$  € before you can withdraw your winnings. If you win with your own money that you have deposited, there are no limits to how much of your winnings you can withdraw.

Please contact customer support, or click on the acceptance of the free money, to see the exact terms and conditions regarding that particular offer, including any wagering requirements.

If you are uncertain regarding the conditions of any of our special offers or promotions, you can contact our support team who will be happy to answer all your questions.

The standard contribution of your bets towards the wagering requirements is as follows:

Risk-free bets on any games (i.e. betting in proportions on different outcomes in the same hand to create "action" without risk) do not qualify towards wagering requirements. Examples of risk-free bets include betting on red and black simultaneously in Roulette, and betting player and banker simultaneously in Baccarat. Any players found to be colluding, for example, one person betting Player, the other betting on Banker will have their accounts closed indefinitely, and all money permanently frozen.

The standard contribution of your bets towards the wagering requirements can vary from promotion to promotion. Please contact customer support, or click on the acceptance of the promotion, to see the exact terms and conditions regarding that particular offer, including any wagering requirements.

The management reserves the right to adjust the terms and conditions per country of our offers and bonuses as needed.

### **Exclusive Bonuses**

From time to time, we will offer exclusive offers via one of our affiliates, marketing channels or other partners. These offers will often be subject to unique terms and conditions and could be limited by time. Please turn to support with any questions related to exclusive offers.

### **Play Money & Free Demo Mode:**

Play money is not real (bona fide) money and is kept separate from real money. Play money does not constitute or represent any value whatsoever. Play money can only be used for playing on demo games and cannot be collected, cashed out or in any other way be made into or transferred between Cheri Casino and you or any other person or legal entity.

## Free Spins:

There are no wagering requirements on the free spins. Everything you earn from the free spins is yours to keep. The maximum cashout limit generated from Free Spin offer or the winnings of the Free Spin offers is 400 €. Any remaining balance will be forfeit.

Please bear in mind however, that if you currently have a bonus active (a deposit offer for example), the money from the free spins will be used to clear the wagering of that existing bonus. If you do not want this to happen simply clear your bonus money first before claiming your free spins.

## 6. WITHDRAWALS

**6.1.** The minimum withdrawal amount is 100 €.

**6.2.** There is a standard 2500 € withdrawal limit per week.

**6.3.** There is a processing time of 2 business days before the withdrawal can be validated.

**6.4.** The Player agrees that all deposits/withdrawals made to/from his/her Player Account are transferred to/from bank account/s, debit/credit card/s, wallet or any other payment options available in the Player's country, which belong solely to the Player and are in the Player's name. It is prohibited to make any withdrawal from a Player Account, bank account/s, debit/credit card/s, wallet or any other payment options which do not belong (solely) to the Player. This is in order to prevent that Cheri Casino transfers funds to persons who have not been duly identified by Cheri Casino, in accordance with anti-money laundering policies and regulations.

**6.5.** All withdrawals are done through the same payment method and payment details, chosen by the Player when placing a deposit, unless Cheri Casino is faced with the factors preventing him to perform the payment through the same payment method.

**6.6.** No withdrawal will be processed, and funds cannot be withdrawn from a Player Account until: (i) identification and verification checks have been satisfactorily completed; (ii) payments have been confirmed; (iii) the Player has complied with any other withdrawal conditions, specific rules and promotional terms relating to the Player's use of the Cheri Casino and/or affecting his/her Player Account (for example, any applicable bonus terms), and (iv) wagering activity has been conducted by the Player.

## 7. INACTIVE ACCOUNTS

**7.1.** In case Player Account is inactive for 6 months or longer after the latest login, it will be considered inactive.

**7.2.** We may apply a monthly administration fee of 5 € for inactive Player Accounts until such Player Accounts are once again active or are no longer in credit. We will contact the Players before the administration fee is applied.

## 8. TERMINATION

**8.1.** The Player can close his Player Account at any time by contacting the customer support. The closure of a Player Account may take up to one business day.

**8.2.** In case of any suspicious activity that might indicate fraud, money laundering, collusion or cheating Cheri Casino might freeze the Player Account of the Player during the period of the investigation. This might result in the definitive closure of the Player Account.

**8.3.** Cheri Casino reserve the right to inform relevant authorities, other online gaming or gambling operators, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity, and you agree to cooperate fully with us to investigate any such activity.

**8.4.** Cheri Casino may, at its own discretion and without having to provide any justification, refuse to open a Player Account or close an existing Player Account. All contractual obligations previously made to the Player will be honoured.

**8.5.** The Refund Policy of the Cheri Casino is to not affect any refunds. However, it remains at management's discretion to determine whether a refund request for a deposit made should be entertained. Refunds will only be effected through the same deposit method once the origination of funds and account are verified. A refund can take place seven days after the deposit was made.

**8.6.** In case a player closes his/her Player Account, his/her participation in any current or future marketing offer, as well as any pending or granted bonus, would be cancelled.

## **9. COMPLAINTS AND DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION**

**9.1.** If the Player has any complaints on the performance of Cheri Casino under the agreement governed by the Terms, the Player should address his complaint to the Customer Support Team by emailing support@chericasino.com. The Customer Support Team is available every day from 10:00 to 22:00 CET on live chat, or by email. If the Customer Support Team cannot resolve the complaint within fourteen (14) days, the Player may register a dispute with the director of Cheri Casino (a "Dispute"), after which the representative of the director of Cheri Casino shall enter good faith conversations in effort to resolve the Dispute.

**9.2.** If the Dispute is not wholly resolved after the abovementioned conversations, the Player may address the Master License Holder after fourteen (14) days.

**9.3.** The Master License holder will, within fourteen (14) working days of being informed of the Dispute by the Player, propose a solution for the Dispute.

**9.4.** Spamming, insulting or harassing the Customer Support Team agents is prohibited and may result in the closure of the Player's Player account.

## **10. COPYRIGHT/TRADEMARK**

**10.1.** Cheri Casino holds directly or under licence from third party rights owners the copyright of all the text, images and videos provided on this website. The Player must respect those copyright and / or trademarks.

## **11. LIMITATION OF LIABILITY**

**11.1.** The website and the games are provided with no implied or express warranty. Players enter the website and participate in the games at their own risk.

**11.2.** Without prejudice to the generality of the preceding provision, the online casino, our partners, employees, directors and service providers do not warrant that the games, software and the websites are: a) are accessible without interruptions; b) are free from errors; c) fit their purpose.

**11.3.** The online casino, our partners, employees, directors and service providers shall have no liability for any possible direct or indirect, incidental, special, consequential or otherwise costs, loss, damages or expenses arising in relation to your participation in the games or using the website.

**11.4.** Hereby you agree to hold us, our partners, employees, directors and service providers harmless and to fully indemnify us for any loss, costs, damages, expenses, claims and liabilities that may arise in relation to you participating in the games or using the website.

**11.5.** Regardless of the cause of action, our liability arising in connection with you using the website shall not exceed one hundred euro.

**11.6.** You take full responsibility for using the website or participating in the games, in case such activity is lawfully prohibited in your country of residence.

**11.7.** We shall not be responsible for possible omissions or actions made by your ISPs (Internet Service Providers). The possible disputes between the ISPs and you will not involve us.

## **12. GDPR COMPLIANCE**

**12.1.** Detailed review on what personal information we collect, how we use and protect it, can be found in the dedicated Personal Data Usage & Protection Policy section on Cheri Casino website.

**12.2.** Cheri Casino uses the personal information the customers provide when creating a Player Account to serve such Player Accounts and improve our services. We also may use your email address to send you confirmation emails, updates about the casino services, special offers, etc. You can unsubscribe from such updates any time. Additionally, we exchange some information during routine financial transactions with banks for processing and/or credit card verification services. These organizations will not use your personal information for other purposes unless required by law.

**12.3.** We take the necessary steps to ensure that this data is secure, safe and is treated according to the applicable data protection regulations. However, the EU citizens are hereby warned that the collected data may be transferred and stored outside the EEA (European Economic Area). The staff operating outside the EEA may process it, which includes, among other things, fulfilment of your orders and providing you support services.

**12.4.** According to the GDPR requirements, players have the right to request a removal of their personal information or to amend it by contacting us at support@chericasino.com email. Upon a player's written request, we will delete his/her personal information in reasonable terms unless we are legally required to store it for a certain period of time under our legal obligations.

**12.5.** At Cheri Casino online casino website we have the dedicated section Personal Data Usage and Protection Policy, where we provide detailed review on what information is personal, what personal information we collect, how we use the collected information and the steps we take to guarantee its protection.

## **13. INTERPRETATION**

**13.1.** The original text of the Terms is in English and any interpretation of them will be based on the original English text. If the Terms and Conditions or any documents or notices related to them are translated into any other language, the original English version will prevail.

## **14. APPLICABLE LAW**



**14.1.** This Agreement, its interpretation, implementation, and the relations that bind the parties are governed by the laws of Curacao.

**14.2.** Any litigation or claim arising directly or indirectly from this contract will be submitted to the competent court of Curacao which has exclusive jurisdiction.

## **15. RESPONSIBLE GAMBLING: PLAYER PROTECTION AND CONTROLS**

**15.1.** For Players who want to restrict themselves, the following tools/options for limits and self-exclusion are available:

- Set a limit on the amount the Player can deposit into the Player Account within a specified period of time.
- Set a limit on the amount the Player can wager within a specified period of time.
- Set a limit on the losses the Player can incur within a specified period of time.
- Set a limit on the amount of time the Player can play in any one session.
- Self-exclude the Player from playing. In setting any cooling off period the Player has the right to suspend his/her Player Account for a period of no less than seventy-two (72) hours.
- Deregistration from the Website

**15.2.** To implement the tools/options for limits and self-exclusion referred to in article 15.1, a request should be sent to support@chericasino.com

**15.3.** In order to lower the limits referred to in article 15.1 after they have been enabled, the regulations require that the Player must wait until his/her current limit expires before the new limit will take effect.

**15.4.** The consequences of the limits referred to in article 15.1 is that Cheri Casino will make all reasonable efforts to not accept a wager from the Player contrary to a limit or exclusion set by Player. However, Cheri Casino does not accept any responsibility if the Player's use of the Website to place bets is not detected or noticed by Cheri Casino.

**15.5.** The Company is committed to supporting Responsible Gaming initiatives and recommends the Player to visit organizations dealing with problematic gambling in the Player's country of residence.

**15.6.** If the Player breaches Cheri Casino's Responsible Gambling Policy, Cheri Casino may suspend or close the Player's Player Account.